

## CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number \_\_\_\_\_

Meeting Type: Regular

Meeting Date: 6/28/2012

Action Requested By:  
Legal

Agenda Item Type  
Resolution

Subject Matter:

Artificial turf for Alabama A & M

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into an Intergovernmental Agreement among the City of Huntsville, Alabama A & M, and the Huntsville City Board of Education for the installation of artificial turf in Lewis Crews Stadium.

**Note: If amendment, please state title and number of the original**

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

This contract is for \$289,00 plus any facility use fees paid annually.

Associated Cost: \$289,000

Budgeted Item: Not applicable

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: \_\_\_\_\_

Date: \_\_\_\_\_

**Intergovernmental Agreement between the City of  
Huntsville, Alabama, Alabama Agricultural and Mechanical  
University, and the Huntsville City Board of Education**

**INTERGOVERNMENTAL AGREEMENT**

This Intergovernmental Agreement is entered into this 21 day of June, 2012 by and between the City of Huntsville (the City), a municipal corporation in the State of Alabama, Alabama Agricultural and Mechanical University (the University) and the Huntsville City Board of Education (the Board), a political subdivision of the State of Alabama.

**RECITALS**

**WHEREAS**, Louis Crews Stadium (the Stadium) is the on-campus football and multi-purpose stadium for Alabama Agricultural and Mechanical University (the University); and

**WHEREAS**, the Stadium provides cultural, recreational and economic benefits to the University and to the City of Huntsville; and

**WHEREAS**, the Louis Crews Stadium playing surface is in need of new artificial turf covering; and

**WHEREAS**, the Board is in need of additional facilities for middle school and high school football games for the Huntsville City Schools; and

**WHEREAS**, the University is willing to make the Stadium available to the Board for high school football games; and

**WHEREAS**, the City, the University and the Board have reached an agreement for the City and the Board to provide funds for new artificial turf for the Stadium and for the Board and the City to share in the use of the Stadium;

**IT IS THEREFORE** agreed and understood by the parties as follows:

**INSTALLATION OF ARTIFICIAL TURF**

1. The University shall contract for the purchase and installation of artificial turf for the playing field of the Stadium. Said contract or contracts shall be let in accordance with the Alabama Competitive Bid Laws. The parties shall mutually agree on the vendor selected to provide the turf and installation services. The University shall provide the City and the Board with the name of the vendor and the City and the Board shall have 48 hours to object to the selection. The point of contact for the purpose of approval will be Greg Patterson, for the City and Frank Spinelli, for the Board.

2. The City and the Board shall each reimburse the University an equal portion of the cost of the purchase and installation of the turf. In no event, however, shall the City's or the

\_\_\_\_\_  
President of the City Council of the  
City of Huntsville, Alabama  
Date: \_\_\_\_\_

Board's obligation under this agreement exceed the lesser of Two Hundred Eighty-Nine Thousand Dollars (\$289,000.00) or one third of the total cost of purchase and installation of turf.

3. The City and the Board will reimburse the University their portion of the turf purchase and installation cost no later than October 15, 2012. The University shall invoice the City and the Board for their portion of the cost. The City and the Board will send the payment to the Alabama A&M University, Attn: Vice-President of Business and Finance.

4. The University shall complete the installation of the artificial turf no later than October 1, 2012. In the event the turf installation is not completed by October 1, 2012, and the Board is required to relocate the middle school or high school games listed on the schedule attached hereto as Exhibit "A" to occur on October 1, 2012, or thereafter, the Board shall receive a credit against charges becoming due under this Agreement for later use of the Stadium (however described, including but not limited to Security Charges, Cleanup Charges, Scoreboard Operator Charges, or Stadium Use Fees), in an amount not to exceed \$3,500.00 per game relocated. Board shall document its cost of relocation to the University in order to receive the contemplated credit.

#### **USE OF THE STADIUM FOR MIDDLE AND HIGH SCHOOL ATHLETIC EVENTS**

5. Availability of Stadium Use. The University will make the Stadium available to the Board for use for football games on Mondays, Thursdays and Fridays during the Alabama High School Athletic Association (AHSAA) designated football season throughout the term of this Agreement. The Board will provide the University the Board's proposed football schedule by January 15<sup>th</sup> of each year during the term of this Agreement. By March 31 of each year, the University will select two blackout dates, either Thursdays or Fridays, for its Louis Crews Classic game (typically the first home game of the University season), and its Homecoming Game, on which days the Stadium will be unavailable for use by the Board. The University will negotiate with the Board in good faith in an effort to re-schedule the Board's games which were deleted from the Board's proposed football schedule by the University's selection of blackout dates. The schedule will be deemed finalized on May 15 of each year during the term of this Agreement, with the dates selected by the Board, as amended by the University's selected blackout dates, and supplemented by any replacement dates for the Board's games which may have been negotiated by the Board and the University. Such schedule (the Stadium Use Schedule) will govern the use of the Stadium for the next-following AHSAA football season

6. Television Broadcast of University Games. If, after the Stadium Use Schedule has been finalized, the University's conference schedules a televised home game for the University's intercollegiate athletic football team, the University will make a request in writing to the Board for an accommodation to be made if a football game is scheduled and such Board use will interfere with preparing the Stadium for a televised University game. The Board shall not unreasonably object to said scheduling request and will work with the University to accommodate all affected parties. In the event that the Board is given less than forty-five days' notice regarding the University's use of the Stadium for a televised game and the Board must

relocate game(s), the Board shall receive a credit against charges becoming due under this Agreement for later use of the Stadium (however described, including but not limited to Security Charges, Cleanup Charges, Scoreboard Operator Charges, or Stadium Use Fees), in an amount not to exceed \$3,500.00 per game relocated. Board shall document its cost of relocation to the University in order to receive the contemplated credit.

7. **Concessions.** The University shall operate all concessions at the games and events and shall retain all profits from the said concessions.

8. **Parking.** The University shall allow the Board or its designated Host School for all games to restrict the parking areas shown on the map attached hereto as Exhibit "B" and to charge for parking in those areas during games. The Board or its designated Host School shall retain all parking revenues generated.

9. **Security.** The Board, based on an assessment by the Huntsville Police Department, will provide the necessary number of City of Huntsville police officers to work security at all games. The Board will also retain two Alabama A&M University police officers for security at all games. The Board shall pay the Alabama A&M University police officers at the rate of \$25 per hour for a maximum of four hours each game.

10. **Stadium Cleaning.** The Board shall be responsible for the cost of cleaning the Stadium and parking areas after each game. The Board shall use a contractor approved by the University for cleaning services. The Board and the University agree that Melvin Scruggs is an approved contractor. In the event that the Stadium and parking areas are not cleaned by 9 o'clock a.m. of the morning following each scheduled game, the University will have the Stadium and parking areas cleaned and invoice the Board for the charges incurred, with documentation thereof, not to exceed \$2,500.00 per game.

11. **Scoreboard/Clock Operator.** The University will provide a scoreboard operator for each high school game played at the Stadium. The Board shall pay the operator at the rate of \$100.00 per game. The Board will provide and pay a clock operator for each high school game played at the Stadium.

12. **Announcer.** The Board will select and pay the announcer for the public address system at each high school game played at the Stadium.

13. **Stadium Use Fee.** The Board and the City will pay a Stadium Use Fee in the total amount of \$1,750 per use. The Board and the City will share the Stadium Use Fee equally when the Stadium is used for middle school or high school football games. The University shall invoice the Board the total cost of the Stadium use at the close of the regular AHSAA season, each year of the Agreement and the City shall pay to the Board the City's ½ of the Stadium Use Fee all in accordance with the Reconciliation of Accounts provisions found at Section 18 of this Agreement. In the event that the Board requires use of the Stadium for AHSAA State Playoff games, the University will invoice the Board the cost of use by December 10<sup>th</sup> of each year of this agreement. The City shall not participate in the cost of AHSAA State Playoff games.

14. **Inspection.** Each year during the term of this Agreement, the University and the Board shall inspect the Stadium not later than sixty days prior to the first scheduled game of the football season, to assure that the Stadium is in a condition satisfactory for use by the Board for its middle and high school football games. In the event that the Stadium is in an unsatisfactory condition, the Board shall notify the University within 7 working days of the inspection and the University shall correct the unsatisfactory condition(s), within 30 days at which time the University and the Board shall re-inspect the Stadium to ensure that the unsatisfactory conditions have been corrected. Should University fail to place the Stadium in a condition satisfactory for use by the Board at least 7 days prior to the first game of the football season, the Board may either (a) terminate this Agreement for cause, and recover as liquidated damages an amount equal to 11.11% of its initial investment (for turf purchase and installation) for each football season remaining in the term of this Agreement or (b) arrange to relocate scheduled games for the period needed by the University to place the Stadium in a condition satisfactory for Board's use for middle and high school football games and the Board shall receive a credit against charges becoming due under this Agreement for later use of the Stadium (however described, including but not limited to Security Charges, Cleanup Charges, Scoreboard Operator Charges, or Stadium Use Fees), in an amount not to exceed \$3,500.00 per game relocated. Board shall document its cost of relocation to the University in order to receive the contemplated credit.

15. **Maintenance.** It shall be the responsibility of the University to maintain the Stadium and the parking areas in a safe and sanitary manner, and in a condition satisfactory for use by the Board for its middle and high school football games. If at any time the Stadium and the parking areas are not so maintained by the University, and, should the University fail to place the Stadium and parking areas in a condition satisfactory for the Board's use within 7 calendar days of notice by the Board to the University, the Board may either (a) terminate this Agreement for cause, and recover as liquidated damages an amount equal to 11.11% of its initial investment (for turf purchase and installation) for each football season remaining in the term of this Agreement or (b) arrange to relocate scheduled games for the period needed by the University to place the Stadium in a condition satisfactory for Board's use for middle and high school football games and the Board shall receive a credit against charges becoming due under this Agreement for later use of the Stadium (however described, including but not limited to Security Charges, Cleanup Charges, Scoreboard Operator Charges, or Stadium Use Fees), in an amount not to exceed \$3,500.00 per game relocated. Board shall document its cost of relocation to the University in order to receive the contemplated credit.

#### **USE OF THE STADIUM FOR HUNTSVILLE SPORTS COMMISSION**

16. In addition to the events set forth in sections five through fifteen of this Agreement, the University shall also make the Stadium available to the Huntsville Sports Commission (the Commission) for a minimum of one event per year, outside of the dates as outlined for the Board. The Commission will attempt to provide 30 days notice to request use of the Stadium. The terms of the use for the Commission shall be the same as those established for the Board in this Agreement and the Commission, through the City, shall be entitled to the same rights and privileges as set forth for the Board in sections five through fifteen with regards to

scheduled events and its use of the Stadium and adjoining facilities. The University shall work in good faith and not unreasonably object to the scheduling of events of the Commission. Upon use of the Stadium by the Commission, the University shall invoice the Commission. The Commission shall forward payment to the University within thirty (30) days of receiving the invoice. The Commission has the right to temporarily line the field in accordance with the potential use for events and assumes the cost of any such temporary lining.

## **GENERAL TERMS**

17. Term. The term of this Agreement shall be for a period of nine (9) years commencing upon the signing of the agreement and expiring on August 31, 2021. For the purposes of this Agreement, a year begins with the commencement of the AHSAA football season and ends August 31 of the following year.

18. Reconciliation of Account: During the term of this Agreement, the University and the Board shall annually reconcile the accounts for payments and credits within fifteen (15) days of the close of the AHSAA football season for the Board's football teams by the University presenting its invoice to the Board at the address provided herein for notice. The Board shall present its proposed corrections to the University within ten (10) business days of its actual receipt of the statement, and the University shall have ten (10) business days thereafter to reply to the Board. Upon completion of the reconciliation of accounts, the party owing money shall pay to the other the balance within thirty (30) days. The reconciliation shall be presented to the City by the Board, and the City shall pay to the Board its portion of the Stadium Use Fees within twenty (20) days of the City's actual receipt of the reconciliation.

19. Termination. The University has the right to terminate this Agreement without cause upon written notice to the other parties of the intent to terminate, by giving such notice, no later than January 15th and said notice being effective August 31st of the same year. In the event that the University terminates this Agreement, each party shall be entitled to recover as liquidated damages an amount equal to 11.11% of their initial investment for each unexpired year, remaining in the term of this Agreement.

If the Stadium and/or turf or the parking facilities which are the subject of this Agreement are at any time damaged or destroyed rendering the Stadium unusable for the intended purpose, due to circumstance including but not limited to those related to Acts of God, acts of terrorism, vandalism, war, or insurrection, such that the Stadium and/or turf become unusable and both or either must be replaced, this Agreement may be terminated upon written notice of either the City or the Board to the University and the City and the Board shall be entitled to a return of 11.11% of their initial investment for the turf purchase and installation for each unexpired year, or portion thereof, remaining in the term of this Agreement. In the event of a mid-year termination, the portion of the initial investment to be returned to the Board and the City shall be prorated.

20. Notice. All notices required or permitted to be provided or furnished by any party to another party to this Agreement (a) shall be in writing (b) shall be deemed served on the date on which they are actually received, and (c) shall be served by (i) personal delivery, or (ii) United

States First Class Mail, properly addressed with postage prepaid or (iii) a nationally recognized overnight courier/delivery service (i.e. Federal Express, United Parcel Service, etc.) or (iv) electronic mail transmission ("E-Mail") or telephonic facsimile transmission ("Fax") in conjunction with one of the other methods of delivery set forth in subparagraphs (i), (ii) or (iii) each addressed as follows:

To University:

Office of the President  
Attn: Executive VP & COO  
P.O. Box 1357  
Normal, Alabama 35762  
Phone: 256-372-5230  
Fax: 256-372-5244  
[kevin.rolle@aamu.edu](mailto:kevin.rolle@aamu.edu)

Office of General Counsel  
Attn: General Counsel  
P.O. Box 315  
Normal, Alabama 35762  
Phone: 256-372-8889  
Fax: 256-372-8890  
[angela.debro@aamu.edu](mailto:angela.debro@aamu.edu)

To Board:

Frank Spinelli  
Huntsville City Board of Education  
200 White Street SE  
Huntsville, AL 35801  
Phone: 256-428-6852  
Fax: 256-428-6850  
E-Mail: [frank.spinelli@hsv-k12.org](mailto:frank.spinelli@hsv-k12.org)

Y. Albert Moore, III  
Lanier Ford Shaver & Payne P.C.  
2101 West Clinton Ave.  
Suite 102  
(PO Box 2087)  
Huntsville, AL 35805(35804)  
Phone: 256-535-1100  
Fax: 256-533-9322  
E-mail: [yam@lanierford.com](mailto:yam@lanierford.com)

To City:

Mayor Tommy Battle  
City of Huntsville  
308 Fountain Circle  
Huntsville, AL 35804-0308  
256-427-5000  
Fax: 256-427-5257  
Email: [tommy.battle@huntsvilleal.gov](mailto:tommy.battle@huntsvilleal.gov)

Peter Joffrion  
City Attorney, City of Huntsville  
308 Fountain Circle  
Huntsville, AL 35804-0308  
256-427-5026  
Fax: 256-427-5043  
Email:  
[peter.joffrion@huntsvilleal.gov](mailto:peter.joffrion@huntsvilleal.gov)

Ralph Stone  
Executive Director, Huntsville Sports Commission  
P.O. Box 19064  
Huntsville, AL 35804-0308  
256-427-6749  
Fax: 256-427-6752  
Email: [ralph.stone@huntsvilleal.gov](mailto:ralph.stone@huntsvilleal.gov)

21. Point of Contact. Attached hereto as Exhibit C are points of contact for various matters arising under this Agreement, established as of the date of this Agreement, which points of contact may be modified by giving notice in accordance with Section 20 hereof.

22. Business Days. Business days shall exclude Saturday, Sunday, and any federal, state or other legal holiday.

23. Assignment. No party may assign this Agreement (by operation of law or otherwise) without the written consent of the other party. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

24. Governing Law. This Agreement is made in and shall be governed by the laws of the State of Alabama.

25. Amendment of Agreement. This Agreement may not be amended or modified unless such amendment is (i) in writing, (ii) signed by authorized representatives of all parties.

26. Waiver. The failure by a party to exercise or enforce any right hereunder shall not operate as a waiver of such party's right to exercise or enforce such right or any other right in the future.

27. Invalidity. If any provision of this Agreement shall be deemed to be invalid, void, or unenforceable then it shall be severed and not affect any other provisions contained herein.

28. Third-Party Beneficiary. The Board, the City and the Commission shall be designated as third-party beneficiaries to the vendor contract, including any warranties extended to the parties.

29. Indemnification. None of the parties to this agreement shall be responsible or liable in any way for any liability, cost or damage resulting from the acts and/or omissions of any other party's employees, officers, directors, agents and contractors. It is agreed that no party to this agreement has any obligation to indemnify, hold harmless, or defend any other party to this agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date and year first written above with signatures below:

**Signature Page:**

**CITY OF HUNTSVILLE, ALABAMA,  
A Municipal Corporation Within the State of  
Alabama**

**ATTEST:** \_\_\_\_\_

**Charles E. Hagood  
Clerk-Treasurer**

**By:** \_\_\_\_\_

**Tommy Battle  
Mayor, City of Huntsville**

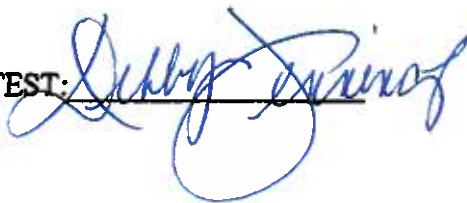
**ALABAMA AGRICULTURAL AND  
MECHANICAL UNIVERSITY**

**ATTEST:** \_\_\_\_\_

**Dr. Andrew Hugine, Jr.  
President**

**THE HUNTSVILLE CITY BOARD  
OF EDUCATION**

**ATTEST:** \_\_\_\_\_



**By:** \_\_\_\_\_



**Dr. E. Casey Wardynski  
Superintendent**

**EXHIBIT "A" TO  
INTERGOVERNMENTAL AGREEMENT BETWEEN  
The City of Huntsville, Alabama,  
Alabama Agricultural and Mechanical University and  
The Huntsville City Board of Education**

**HUNTSVILLE CITY MIDDLE SCHOOLS FOOTBALL 2012**

Day	Date	Time	Visitor	Home	Location
Mon.	Sept. 3	4:30	Chapman	Whitesburg	*MF
Mon.	Sept. 3	6:30	Ed White	Mt. Gap	*MF
Tues	Sept. 4	4:30	Westlawn	Davis Hills	MF
Tues	Sept. 4	6:30	Challenger	Williams	MF
Mon	Sept. 10	4:30	Davis Hills	Challenger	MF
Mon	Sept. 10	6:30	Whitesburg	Ed White	MF
Tues	Sept. 11	4:30	Hampton Cove	Westlawn	MF
Mon	Sept. 10	4:30	Williams	Chapman	A&M
Tues	Sept. 11	6:30	Huntsville	Mt. Gap	MF
Mon	Sept. 17	4:30	Huntsville	Whitesburg	MF
Mon	Sept. 17	6:30	Ed White	Chapman	MF
Tues	Sept. 18	4:30	Davis Hills	Williams	MF
Mon	Sept. 17	4:30	Westlawn	Mt. Gap	A&M
Tues	Sept. 18	6:30	Challenger	Hampton Cove	MF
Mon	Sept. 24	4:30	Chapman	Huntsville	MF
Mon	Sept. 24	6:30	Hampton Cove	Davis Hills	MF
Tues.	Sept. 25	4:30	Williams	Ed White	MF
Tues.	Sept. 25	6:30	Whitesburg	Westlawn	MF
Mon	Oct. 1	4:30	Hampton Cove	Williams	MF
Mon	Oct. 1	6:30	Challenger	Whitesburg	MF
Tues.	Oct. 2	4:30	Huntsville	Ed White	MF
Tues.	Oct. 2	6:30	Davis Hills	Mt. Gap	MF
Mon	Oct. 8	4:30	Mt. Gap	Hampton Cove	MF
Mon	Oct. 8	6:30	Whitesburg	Davis Hills	MF
Tues	Oct. 9	4:30	Ed White	Westlawn	MF
Mon	Oct. 8	4:30	Chapman	Challenger	A&M
Tues	Oct. 9	6:30	Williams	Huntsville	MF
Mon	Oct. 15	4:30	Westlawn	Huntsville	MF
Mon	Oct. 15	6:30	Davis Hills	Chapman	MF
Tues	Oct. 16	4:30	Challenger	Ed White	MF
Mon	Oct. 15	4:30	Whitesburg	Hampton Cove	A&M
Tues	Oct. 16	6:30	Mt. Gap	Williams	MF
Mon	Oct. 22	4:30	Mt. Gap	Whitesburg	MF
Mon	Oct. 22	6:30	Chapman	Hampton Cove	MF
Tues.	Oct. 24	4:30	Huntsville	Challenger	MF
Tues.	Oct. 25	6:30	Williams	Westlawn	MF
Mon	Oct. 29	4:30	Mt. Gap	Challenger	MF
Mon	Oct. 29	6:30	Westlawn	Chapman	MF
Tues.	Oct. 30	4:30	Ed White	Davis Hills	MF
Tues.	Oct. 30	6:30	Hampton Cove	Huntsville	MF

# 2012 HCS Varsity Football

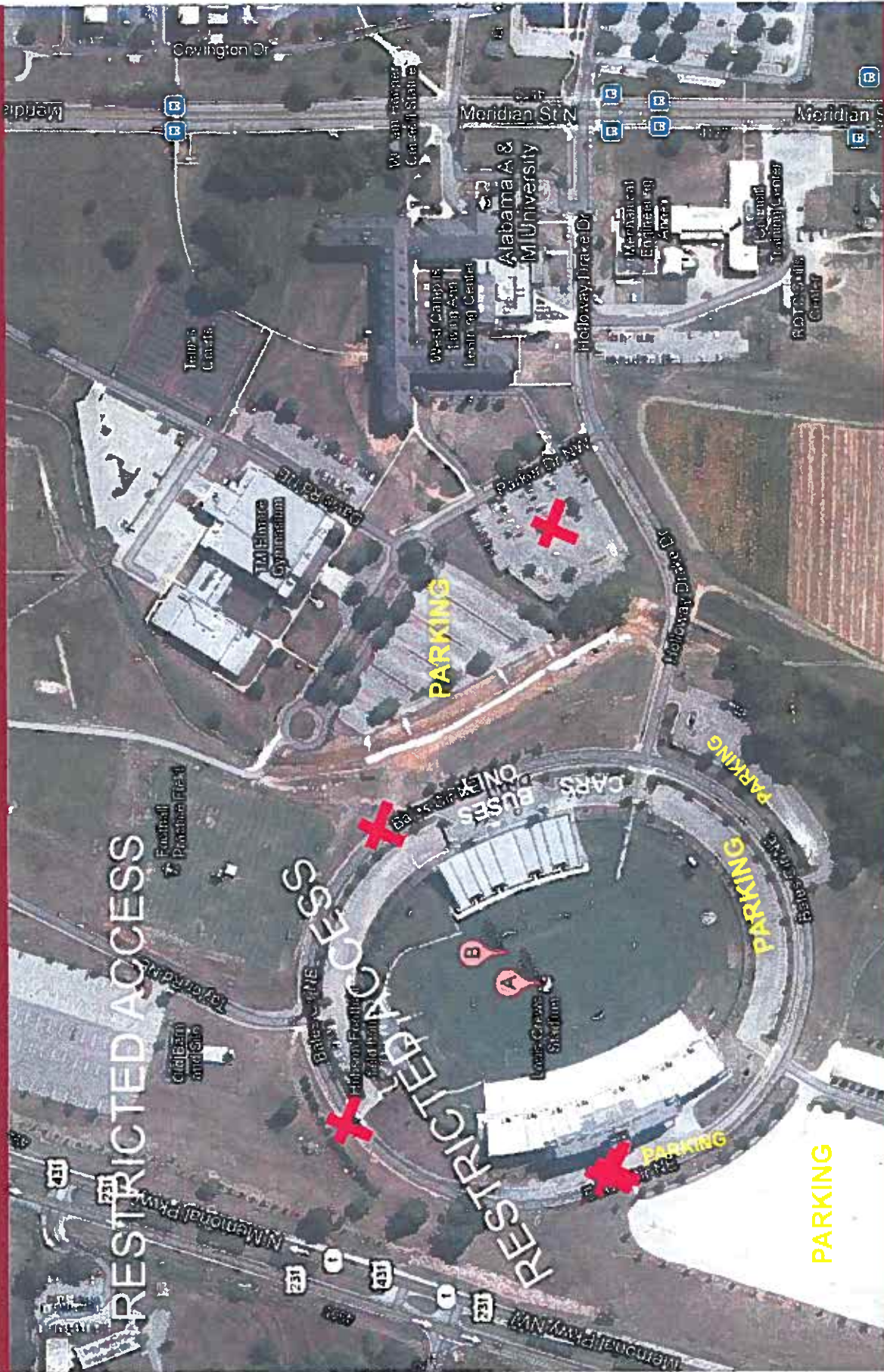
Butler	Columbia	Grisson	Huntsville	Johnson	Lee
Aug. 24 Scottsboro (A) Visitor	Aug. 23 TBA (MF)	Aug. 24 James Clemens (A) Visitor	Aug. 24 Hartselle (A) Visitor	Aug. 24 Hazel Green (GS) Visitor	Aug. 24 Austin (MF) Home
Aug. 30 Section (MF) Home	Aug. 31 Lee (MF) Home	Aug. 31 Hazel Green (A) Visitor	Aug. 31 Sparkman (A&M) "Away"	Aug. 31 James Clemens (A) Visitor	Aug. 31 Columbia (MF) Visitor
Sept. 7 Ardmore (A) Visitor	Sept. 6 Southside Gadsden (MF) Home	Sept. 7 Huntsville (MF) Home	Sept. 7 Grissom (MF) Visitor	Sept. 7 DAR (A) Visitor	Sept. 7 Gadsden City (A&M) "Away"
Sept. 13 DAR (MF) Home	Sept. 14 Boaz (A) Visitor	Sept. 14 Pell City (A) Visitor	Sept. 14 Lee (MF) Visitor	Sept. 13 PJPII (A&M) Visitor	Sept. 14 Huntsville (MF) Home
Sept. 20 PJPII (A) Visitor	Sept. 21 Etowah (GS) Home	Sept. 21 Lee (MF) Home	Sept. 21 Oxford (A&M) Home	Sept. 21 Madison County (A) Visitor	Sept. 21 Grissom (MF) Visitor
Sept. 28 Columbia (MF) Visitor	Sept. 28 Butler (MF) Home	Sept. 27 Sparkman (MF) Home	Sept. 28 Bob Jones (A) Visitor	Sept. 28 Lee (A&M) Home	Sept. 28 Johnson (A&M) Visitor
Oct. 4 North Jackson (A&M) Home	Oct. 5 Brewer (A) Visitor	Oct. 5 Clay Chalkville (MF) Home	Oct. 4 Albertville (MF) Home	Oct. 5 Ardmore (A&M) Home	Oct. 5 Oxford (A) Visitor
Oct. 12 Johnson (A&M) Visitor	Oct. 12 Fl. Payne (A) Visitor	Oct. 11 Oxford (MF) Home	Oct. 12 Pell City (MF) Home	Oct. 12 Butler (A&M) Home	Oct. 12 Albertville (A) Visitor
Oct. 19 Randolph (A) Visitor	Oct. 19 Scottsboro (A&M) Home	Oct. 19 Gadsden City (A) Visitor	Oct. 19 Clay Chalkville (A) Visitor	Oct. 18 North Jackson (MF) Home	Oct. 19 Pell City (MF) Home
Oct. 25 Madison County (MF) Home	Oct. 26 Arab (A) Visitor	Oct. 26 Albertville (A) Visitor	Oct. 26 Gadsden City (A) Visitor	Oct. 26 Randolph (A) Visitor	Oct. 26 Clay Chalkville (MF) Home
Nov. 2 Lee (GS) Visitor	Nov. 1 Johnson (MF) Visitor	Nov. 2 Decatur (A&M) Home	Nov. 2 Hazel Green (MF) Home	Nov. 1 Columbia (MF) Home	Nov. 2 Butler (GS) Home

# 2012 HCS Varsity Football

Butler	Columbia	Grierson	Huntsville	Johnson	Lee
Aug. 24 Scottsboro (A) Visitor	Aug. 23 TBA (MF)	Aug. 24 James Clemens (A) Visitor	Aug. 24 Hartselle (A) Visitor	Aug. 24 Hazel Green (GS) Visitor	Aug. 24 Austin (MF) Home
Aug. 30 Section (MF) Home	Aug. 31 Lee (MF) Home	Aug. 31 Hazel Green (A) Visitor	Aug. 31 Sparkman (A&M) "Away"	Aug. 31 James Clemens (A) Visitor	Aug. 31 Columbia (MF) Visitor
Sept. 7 Ardmore (A) Visitor	Sept. 6 Southside Gadsden (MF) Home	Sept. 7 Huntsville (MF) Home	Sept. 7 Grissom (MF) Visitor	Sept. 7 DAR (A) Visitor	Sept. 7 Gadsden City (A&M) "Away"
Sept. 13 DAR (MF) Home	Sept. 14 Boaz (A) Visitor	Sept. 14 Pell City (A) Visitor	Sept. 14 Lee (MF) Visitor	Sept. 13 PJPII (A&M) Visitor	Sept. 14 Huntsville (MF) Home
Sept. 20 PJPII (A) Visitor	Sept. 21 Etowah (GS) Home	Sept. 21 Lee (MF) Home	Sept. 21 Oxford (A&M) Home	Sept. 21 Madison County (A) Visitor	Sept. 21 Grissom (MF) Visitor
Sept. 28 Columbia (MF) Visitor	Sept. 28 Butler (MF) Home	Sept. 27 Sparkman (MF) Home	Sept. 28 Bob Jones (A) Visitor	Sept. 28 Lee (A&M) Home	Sept. 28 Johnson (A&M) Visitor
Oct. 4 North Jackson (A&M) Home	Oct. 5 Brewer (A) Visitor	Oct. 5 Clay Chalkville (MF) Home	Oct. 4 Albertville (MF) Home	Oct. 5 Ardmore (A&M) Home	Oct. 5 Oxford (A) Visitor
Oct. 12 Johnson (A&M) Visitor	Oct. 12 Ft. Payne (A) Visitor	Oct. 11 Oxford (MF) Home	Oct. 12 Pell City (MF) Home	Oct. 12 Butler (A&M) Home	Oct. 12 Albertville (A) Visitor
Oct. 19 Randolph (A) Visitor	Oct. 19 Scottsboro (A&M) Home	Oct. 19 Gadsden City (A) Visitor	Oct. 19 Clay Chalkville (A) Visitor	Oct. 18 North Jackson (MF) Home	Oct. 19 Pell City (MF) Home
Oct. 25 Madison County (MF) Home	Oct. 26 Arab (A) Visitor	Oct. 26 Albertville (A) Visitor	Oct. 26 Gadsden City (A) Visitor	Oct. 26 Randolph (A) Visitor	Oct. 26 Clay Chalkville (MF) Home
Nov. 2 Lee (GS) Visitor	Nov. 1 Johnson (MF) Visitor	Nov. 2 Decatur (A&M) Home	Nov. 2 Hazel Green (MF) Home	Nov. 1 Columbia (MF) Home	Nov. 2 Butler (GS) Home

EXHIBIT "B" TO  
INTERGOVERNMENTAL AGREEMENT  
DATED JUNE \_\_, 2012

Louis Crews Stadium



**EXHIBIT "C" TO  
INTERGOVERNMENTAL AGREEMENT BETWEEN  
The City of Huntsville, Alabama,  
Alabama Agricultural and Mechanical University and  
The Huntsville City Board of Education**

**POINTS OF CONTACT**

**SCHEDULING AND FACILITY OPERATION, INCLUDING SECURITY**

For the City: Tommy Battle, Mayor, [tommy.battle@huntsvilleal.gov](mailto:tommy.battle@huntsvilleal.gov), 256-427-5000  
Peter Joffrion, City Attorney, [peter.joffrion@huntsvilleal.gov](mailto:peter.joffrion@huntsvilleal.gov), 256-427-5026  
Ralph Stone, Executive Director., Huntsville Sports Commission, [ralph.stone@huntsvilleal.gov](mailto:ralph.stone@huntsvilleal.gov), 256- 427-6749

For the Board: Paul Parvin, Director of Instructional Support and Athletics, [paul.parvin@hsvk-12.org](mailto:paul.parvin@hsvk-12.org), 256-428-6866

For the University: Bryan Hicks, Athletic Director, [bryan.hicks@aamu.edu](mailto:bryan.hicks@aamu.edu), 256-372-5364

**MAINTENANCE AND ANNUAL INSPECTION**

For the City: Tommy Battle, Mayor, [tommy.battle@huntsvilleal.gov](mailto:tommy.battle@huntsvilleal.gov), 256-427-5000  
Peter Joffrion, City Attorney, [peter.joffrion@huntsvilleal.gov](mailto:peter.joffrion@huntsvilleal.gov), 256-427-5026  
Ralph Stone, Executive Director, Huntsville Sports Commission, [ralph.stone@huntsvilleal.gov](mailto:ralph.stone@huntsvilleal.gov), 256- 427-6749

For the Board: Paul Parvin, Director of Instructional Support and Athletics, [paul.parvin@hsvk-12.org](mailto:paul.parvin@hsvk-12.org), 256-428-6866

For the University: Walter Alexander, Facilities Director, [walter.alexander@aamu.edu](mailto:walter.alexander@aamu.edu), 256-372-4871

**INVOICING AND PAYMENT**

For the City: Tommy Battle, Mayor, [tommy.battle@huntsvilleal.gov](mailto:tommy.battle@huntsvilleal.gov), 256-427-5000  
Peter Joffrion, City Attorney, [peter.joffrion@huntsvilleal.gov](mailto:peter.joffrion@huntsvilleal.gov), 256-427-5026  
Ralph Stone, Executive Director, Huntsville Sports Commission, [ralph.stone@huntsvilleal.gov](mailto:ralph.stone@huntsvilleal.gov), 256- 427-6749

For the Board: Frank Spinelli, Chief Financial Officer, [frank.spinelli@hsv-k12.org](mailto:frank.spinelli@hsv-k12.org), 256-428-6852

For the University: Ralph Johnson, Vice President of Business and Finance, [Ralph.johnson@aamu.edu](mailto:Ralph.johnson@aamu.edu), 256-372-5989

# ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Legal

Council Meeting Date: 6/28/2012

Department Contact: Peter Joffrion

Phone # 427-5026

Contract or Agreement: Agreement with Alabama A&M and the Board of Education

Document Name: Agreement with Alabama A&M and the Board of Education

City Obligation Amount: \$289,000

Total Project Budget:

Uncommitted Account Balance:

Account Number:

## Procurement Agreements

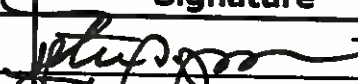



Not Applicable

Not Applicable

## Grant-Funded Agreements

Not Applicable

Grant Name:

Department	Signature	Date
1) Originating		6-28-12
2) Legal		6-28-12
3) Finance		6/26
4) Originating		6-28-12
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		